

## WEATHERIZATION PROGRAM AGREEMENT FOR RENTAL UNITS

THIS AGREEMENT, MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, between

**Property Owner (Name on Deed):** \_\_\_\_\_

Address: \_\_\_\_\_

City, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

hereinafter called the Owner, and the Community Action Agency (CAA) \_\_\_\_\_

hereinafter called the Contractor, for work to be completed on the structure located at:

**Tenant (Weatherization Applicant) :** \_\_\_\_\_

Address: \_\_\_\_\_

City, Zip: \_\_\_\_\_

Occupied by \_\_\_\_\_ hereinafter called the Tenant.

This Agreement is entered into by and between the above-named Owner, Tenant and the Contractor.

The Contractor has determined that the Tenant's residence is eligible for weatherization improvements (under 10 CFR 440).

A residence is considered "completed" upon completion of the final inspection of the weatherized work

by the Contractor.

The parties to this Agreement, for good and valuable consideration, agree that the weatherization improvements are subject to the following conditions:

- 1 . The Contractor agrees to provide weatherization services/improvements to the residence of the Owner that is occupied by the current Tenant.
- 2 . By entering into this Agreement, the Owner and his/her heirs or assigns agree not to raise the rent on the above-described property for a period of 36 months from the date of the completion of weatherization improvements.
- 3 . The Owner also agrees that the Tenant will not be evicted, regardless of type of rental agreement without legal cause (non-payment of rent, etc.) for a period of 36 months from the date of the completion of weatherization improvements.
- 4 . If this Agreement is not adhered to by the Owner and/or the rent is raised, the cost of the weatherization improvements shall be reimbursed by the Owner to the Contractor.
- 5 . If the Tenant is leasing a low-income, federally subsidized residence, this Agreement shall supersede any and all rental contract agreements between the Owner and the other State and/or federal agency.
- 6 . The parties to this Agreement agree that no undue or excessive enhancement shall be provided to the rental unit or building due to this weatherization assistance.
- 7 . The Owner agrees to rent the premises at the current rate of \$\_\_\_\_\_ per \_\_\_\_\_ for a minimum of 36 months from the date of completion of weatherization improvements.
- 8 . The Owner and Tenant agree to release and hold harmless the State of Oklahoma, its agents, officers, and employees and the above-named CAA, its agents, officers and employees from all liability for any weatherization-related damages, whatever the cause, to any real and/or personal property and/or to any person.

This Agreement constitutes the full and complete agreement between the parties.

Owner

Date

Weatherization Coordinator/Director

Date

Tenant

Date

The original document stays with the Contractor, one copy to the Owner and one to the Tenant.